

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

UNITED STATES OF AMERICA	§	Claim No: 1999A17395
	§	
vs.	§	
	§	
Raechelle L. Stubbs aka Raechelle Louise Slaughter		

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Oakland County, Michigan within the jurisdiction of this Court and may be served with service of process at 23830 Scotia Road, Oak Park, Michigan 48237.

The Debt

3. The debt owed the USA is as follows:

A. Current Principal (<i>after application of all prior payments, credits, and offsets</i>)	\$2,625.00
B. Current Capitalized Interest Balance and Accrued Interest	\$5,649.30
C. Administrative Fee, Costs, Penalties	\$0.00
D. Credits previously applied (<i>Debtor payments, credits, and offsets</i>)	\$0.00

E. Attorneys fees	\$0.00
Total Owed	\$8,274.30

The Certificate of Indebtedness, attached as Exhibit A", shows the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 10.000% per annum.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

B. For attorneys' fees to the extent allowed by law; and,

C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Charles J. Holzman (P35625)
Holzman Corkery, PLLC
Attorneys for Plaintiff
Tamara Pearson (P56265)
28366 Franklin Road
Southfield, Michigan 48034
(248) 352-4340
usa@holzmanlaw.com

U.S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS

Raechelle L. Stubbs
AKA: Reachelle Stubbs
16176 Stoepel
Detroit, MI 48211-0000

SSN: 1

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 4/5/99.

On or about 2/23/89, the borrower executed promissory note(s) to secure loan(s) of \$2,625.00 from Republic Savings and Loan Association of Wisconsin, Madison WI at 10.00 percent interest per annum. This loan obligation was guaranteed by Great Lakes Higher Education Corporation and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 CFR. Part 682). The holder demanded payments according to the terms of the note(s), and credited \$0.00 payments to the outstanding principle owed on the loan(s). The borrower defaulted on the obligation on 6/18/91 and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$2,912.60 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 11/15/96 assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

Principal:	\$2,625.00
Interest:	\$2,192.51
Administrative/Collection Costs	\$0.00
Late Fees:	\$0.00
Total debt as of 4/5/99:	\$4,817.51

Interest accrues on the principal shown here at the rate of \$0.72 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 4/19/99

Name: Joan Dyer

Title: Loan Analyst

Branch: Litigation

JUN 9 1

REPUBLIC SAVINGS AND LOAN ASSOCIATION OF WISCONSIN
GUARANTEED STUDENT LOAN APPLICATION AND PROMISSORY NOTE

MAR 06 1989

SECTION 1-TO BE COMPLETED BY THE BORROWER "IMPORTANT-READ THE INSTRUCTIONS CAREFULLY"

1. Social Security Number	2. Last Name Stubbs	First Name Raechele	Middle Initial L	3. Birthdate
4. Permanent Home Address 16190 Greenlawn		City, State, Zip Code Detroit, MI 48221		5. Area Code/Telephone No. (313) 861-3046
6. United States Citizenship Status (Check One) (See Instructions) <input checked="" type="checkbox"/> a. U.S. Citizen/National <input type="checkbox"/> b. Eligible non-citizen (Alien #) <input type="checkbox"/> c. Neither of the above	7. You are a permanent resident of what state? State: MI Since: 01/69		8. State of Driver's License Driver's Lic. #: --- Since: --- State of Veh. Reg.: --- Since: ---	
9. Loan Period From 02/89 To 08/89	10. Loan Amount Requested \$ 2625	11. Major course of study BT	12. List post secondary institutions you have attended including dates: NONE	
13. Have you ever defaulted on a GSL, PLUS/SLS or Consolidation Loan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", see instruction		14. Have you received a GSL, PLUS/SLS or Consolidation Loan for a period of enrollment before July 1, 1987? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
15. List below all GSL, PLUS/SLS and Consolidation Loans. Do Not Include Perkins (NDSL) or HEAL Loans. Continue on a separate sheet if necessary. If none write "NONE".				

Name of Lender	City and State of Lender	Loan Period Beginning Date Mo. Year	Interest Rate %	Unpaid Balance \$
NONE				

16. Wisconsin Residents Only. Marital Status: <input type="checkbox"/> married <input type="checkbox"/> unmarried or <input type="checkbox"/> legally separated		If married, spouse's name and address:	
17a. Parent or Guardian (if deceased, other relative) Name: Louise Slaughter Relationship: Grandmother Address: 16196 Steepel City/State/Zip: Detroit, MI 48221 Since: 30 yrs		17b. Other Relative (not living at 17a or 17c or 4) Name: Stanley Slaughter Relationship: uncle Address: 19974 Charest City/State/Zip: Detroit, MI 48221 Since: 3 yrs	
17c. Other Relative or Friend (not living at 17a or 17b or 4) Name: Ruth Harris Relationship: friend Address: 20007 Greenlawn City/State/Zip: Detroit, MI 48221 Since: 14 yrs			
Area Code/Telephone No.:			
Place and City of Employment Unemployed		Unemployed	

Promissory Note for a Guaranteed Student Loan
1. Promise To Pay I, called Maker Identified in Section I, Item 2 and "Endorser," if any, identified in Section I, Item 18c, promise to pay to the lender identified in Section 3, Item 35, when this note becomes due at set forth in paragraph 1 on reverse side, the sum of
Two thousand six hundred twenty five DOLLARS

18a. Requested Loan Amount- Must be the same as Item 10
2625.00 or such lesser amount as is advanced to me and identified to me in the GSL Disclosure Statement, plus interest computed at the applicable rate disclosed on the GSL Disclosure Statement. If I am not satisfied with the terms of the loan on the GSL Disclosure Statement, I may cancel this agreement. I agree to contact my lender immediately and I will not cash any loan check that has been released to me. I agree to check the GSL Disclosure Statement as soon as I get it and to let my lender know if anything looks wrong or if I have any questions. My signature certifies that I have read and agree to the conditions and authorizations stated in the "Borrower Certification" printed on the reverse side.

NOTICE TO THE MAKER: DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED. YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT. MAKER AND ENDORSER ACKNOWLEDGE RECEIPT OF AN EXACT COPY OF THIS NOTE AND THE STATEMENT OF BORROWER'S RIGHTS AND RESPONSIBILITIES

18b. Maker's Signature **Raechele Stubbs** (Seal) **2-23-89**
Date
18c. Endorser's Signature (Seal) _____
Date
Endorser's Soc. Sec. No. _____ Endorser's Address _____

AMERICAN CAREER ACADEMY

SECTION 2-TO BE COMPLETED BY THE SCHOOL

19. Name of School 29350 Southfield Road Southfield, MI 48076		20. Address Southfield, MI 48076		21. Area Code/Telephone No.	
22. School Code 023183	23. Borrower's Status F.T.	24. Dependency Ind	25. Loan Period From 02-21-89 To 08-10-89	26. Grade 1	27. Anticipated Grad. Mo. Year 08-89
28. Est. Cost of Educ. \$ 10138	29. Est. Fin. Aid \$ 2053	30. E.F. Contribution \$ 103	31. Approved Loan Amount \$ 7982	32. 1st Disbursement Date Mo. Day Year 3-3-89	33. 2nd Disbursement Date Mo. Day Year
I have read and understand the terms of the "School's Certification" printed on the REVERSE SIDE of this application.					
4. Signature of School Official Carolyn Hampton		Print Name and Title Carolyn Hampton FAO Date 02/23/89			

SECTION 3-TO BE COMPLETED BY THE LENDER

5. Name of Lender Republic Savings and Loan Association of Wisconsin		40. 1st Disbursement Amount \$	
6. Street Address P.O. Box 8951		41. 2nd Disbursement Amount \$	
City, State, Zip Code Madison, WI 53708		42. Total Amount Approved \$	
7. Lender Code 822135	38. Entity Number	39. Area Code/Telephone No. 1-800-458-5356	
Signature of Student Loan Official Ronald J. Fillion		Signature of Lender Ronald J. Fillion, Vice President	
City, State, Zip Code Elm Grove, WI 53122		City, State, Zip Code 931	

LENDER COPY A

I CERTIFY UNDER PENALTY OF PERJURY
THAT THIS IS A TRUE AND EXACT COPY
OF THE ORIGINAL PROMISSORY NOTE

Richmond 4-5-99
NAME DATE

[illegible]

I CERTIFY UNDER PENALTY OF PERJURY
THAT THIS IS A TRUE AND EXACT COPY
OF THE ORIGINAL PROMISSORY NOTE

Mark Hammond 4-5-99
NAME DATE